

SEWER EASEMENT

6/22/05 3:16:50
BK 502 PG 640
DESDOT COUNTY, MS
M.E. DAVIS, CH. CLERK

FOR AND IN CONSIDERATION of the sum of Two Thousand Five Hundred Dollars (\$2,500.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, Toy Wiseman, Jr., Sherley Wiseman Hunt, Cleaven Wiseman, Fort Wiseman, Dorothy Wiseman Jackson, Eddie Wiseman, Paula Taylor, Christopher Wayne Taylor and Raymond Cheeks, hereinafter referred to as "Grantor", do hereby grant, bargain and convey unto the City of Olive Branch, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline, pipelines and other appurtenances for operation of the City Sewage System, within the confines of an area described in Exhibit 1, which is attached hereto and made a part hereof as if fully copied herein, together with reasonable access thereto.

TO HAVE AND TO HOLD said easement and reasonable access thereto unto said Grantee, its successors and assigns temporarily, where noted, and permanently, where noted in Exhibit 1.

With regard to any temporary easement, the easement shall expire upon completion of construction. Completion of construction shall be defined as occurring at the time of final payment being made by Grantee to the Contractor performing the construction work.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted easement, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted easement that will interfere with the normal operation and maintenance of the said line or lines.

Grantor hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, Grantee shall have the right and temporary access to additional working space which may be necessary for construction.

Grantor represents that the above described land is not rented at the present time.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto, and the rights herein granted may be assigned in whole or in part.

IN WITNESS WHEREOF the said Grantor has hereunto set his hand and seal, this 6th day of May, 2005.

Toy Wiseman Jr.
TOY WISEMAN, JR.

deceased
SHERLEY WISEMAN HUNT

Cleaven Wiseman
CLEAVEN WISEMAN

Fort Wiseman
FORT WISEMAN

Dorothy Wiseman Jackson
DOROTHY WISEMAN JACKSON

Eddie Wiseman
EDDIE WISEMAN

Paula Taylor
PAULA TAYLOR

Christopher Wayne Taylor
CHRISTOPHER WAYNE TAYLOR

Raymond Cheeks
RAYMOND CHEEKS

Witnessed By:

[Signature]

APPROVED AND ACCEPTED by the
City of Olive Branch

By: [Signature]
SAMUEL P. RIKARD, MAYOR

[Signature]
JUDY C. HERRINGTON, CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9 day of May, 2005, within my jurisdiction, Tim Gentry, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Toy Wiseman, Jr., ~~Shirley Wiseman Hunt~~, Cleaven Wiseman, Fort Wiseman, Dorothy Wiseman Jackson, Eddie Wiseman, Paula Taylor, Christopher Wayne Taylor and Raymond Cheeks, whose names are subscribed thereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed his name as witness thereto in the presence of same.

[Signature]
Witness
My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 20, 2009
BONDED THIRD STELLA NOTARY SERVICE

[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI

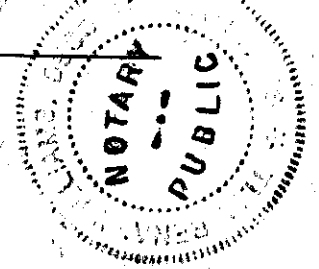
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 17th day of June, 2005, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do

Jina Rera Williams
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG 13, 2006
BONDED THRU STEGALL NOTARY SERVICE



PREPARED BY AND RETURN TO: James R. Carr, Watkins Ludlam Winter & Stennis, P.A.,
P.O. Box 1456, Olive Branch, MS 38654, 662-895-2996.

**TOY WISEMAN, JR., SHERLEY WISEMAN HUNT, CLEAVEN WISEMAN,
FORT WISEMAN, DOROTHY WISEMAN JACKSON, EDDIE WISEMAN,
PAULA TAYLOR, CHRISTOPHER WAYNE TAYLOR, RAYMOND CHEEKS
BOOK 207, PAGE 140
BOOK 434, PAGE 539**

EXHIBIT 1

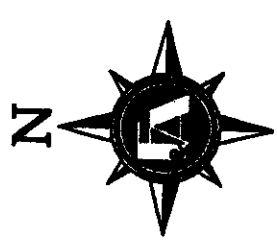
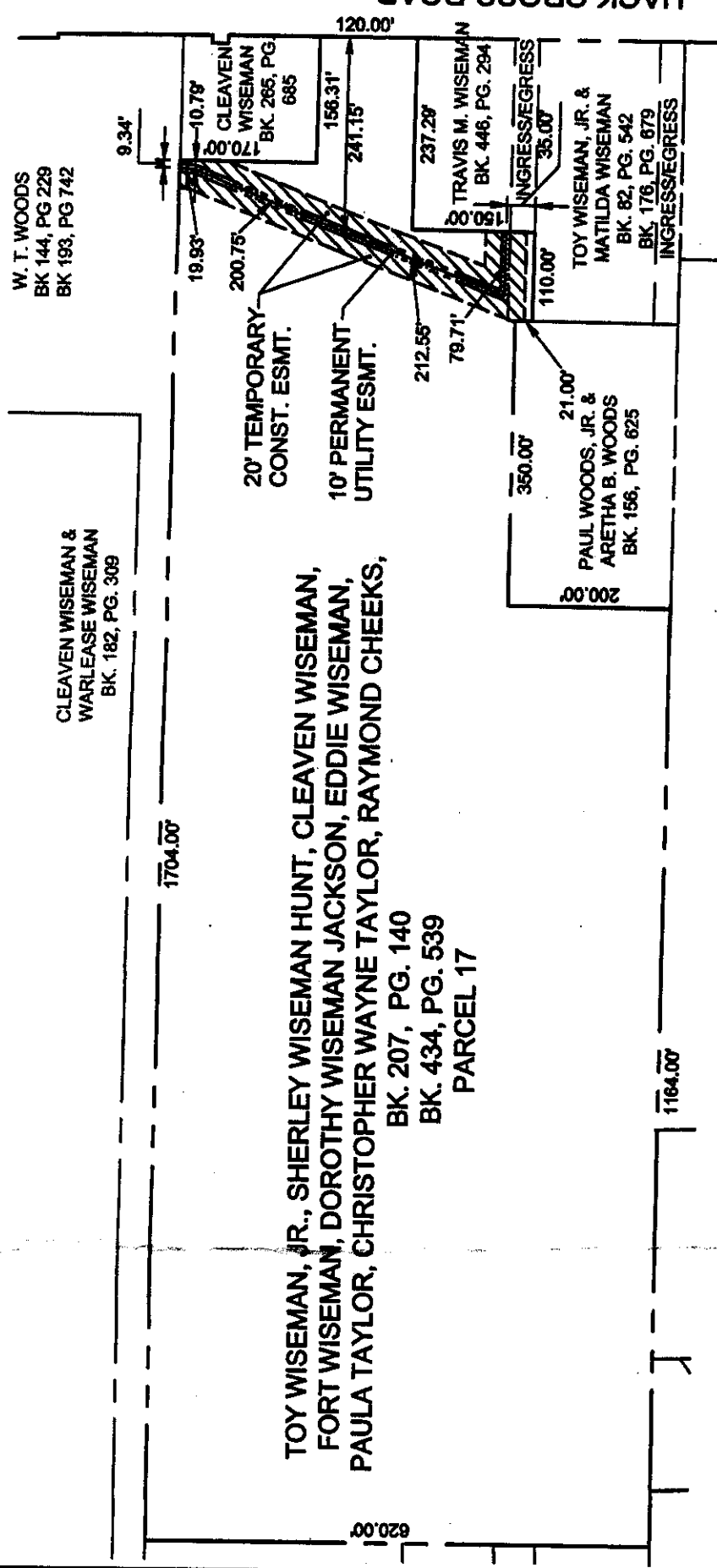
Being a portion of the Wiseman property lying in the southeast $\frac{1}{4}$ of Section 35, Township 1 South, Range 6 West in the City of Olive Branch, Desoto County, Mississippi as recorded in Book 207, Page 140 in the Office of the Chancery Clerk of Desoto County, Mississippi, and being more particularly described as follows:

PERMANENT UTILITY EASEMENT

Being a 10 foot wide strip of land with a centerline described as follows: Beginning at a point approximately 9.34 feet west of the northeast corner of subject property which is also the northwest corner of Cleaven Wiseman property; thence in a southerly direction a distance of approximately 19.93 feet to a point; said point being approximately 10.79 feet west of Cleaven Wiseman west property line; thence in a southwesterly direction a distance of approximately 200.75 feet to a point, said point being approximately 241.15 feet west of the west R. O. W. line of Hacks Cross Road; thence the southwesterly direction a distance of approximately 212.55 feet to a point; thence in an easterly direction a distance of approximately 79.71 feet to a point in the east line of subject property which is the west line of the Travis M. Wiseman property and containing 5,129 square feet more or less. This permanent utility easement is outside of the west right-of-way (R.O.W.) line of Hacks Cross Road that was established as a result of the road improvements performed by Desoto County that are referenced in Book 434, Page 539 in the Office of the Chancery Clerk of Desoto County, Mississippi.

TEMPORARY CONSTRUCTION EASEMENT

Being a 20 foot wide strip of land parallel and adjacent to the north, south, east and west side of the above described permanent utility easement and containing 19,856 square feet more or less.



SCALE: 1" = 200'

EASEMENT REQUIRED:

UNENCUMBERED: ENCUMBERED:
PERM: 5,129 S.F. PERM: 0.0 S.F.
TEMP: 19,856 S.F. TEMP: 0.0 S.F.

EXHIBIT NO. 1

SHEET 1 OF 1

THE CITY OF OLIVE BRANCH, MISSISSIPPI
DESOTO COUNTY

(AREA "R") SE QUARTER SECTION 35

UTILITY EASEMENT

PREPARED BY: F&A BK. 207, PG. 140 TRACT: WISEMAN, T

DRAFTSMAN: BS/KWC DATE: JUNE, 2004

NO.	DESCRIPTION	DATE	BY

THIS PROPERTY IS LOCATED IN
THE SE QUARTER OF SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 6 WEST
DESOTO COUNTY, MISSISSIPPI